

EXHIBIT A

October 27, 2006

Tribune Company
435 North Michigan Avenue
Chicago, IL 60611

Attention: Don Grenesko

Gentlemen:

We are pleased that Tribune Company (the "Company") has chosen to engage Citigroup Global Markets Inc. ("Citigroup") as its financial adviser, together with Merrill Lynch & Co. ("Merrill Lynch"), in connection with a possible Transaction involving the Company. We look forward to working with you on this engagement, and have set forth below the agreed upon terms of our engagement.

Scope of Engagement. As we have discussed, in the course of our engagement as your financial adviser, we will perform such financial advisory and investment banking services for the Company in connection with the proposed Transaction as are customary and appropriate in transactions of this type (including advice on the structure, negotiation strategy, valuation analyses, financial terms and other financial matters) that you reasonably request. For purposes of this agreement, a "Transaction" is a transaction or series of transactions in which one or more Purchasers acquire or propose to acquire directly or indirectly a majority of the stock, assets, revenues, income or business of the Company or otherwise gains control of the Company, including any combination of the businesses regardless of the structure or form of the transaction.

If Citigroup and the Company believe it to be advisable, we will assist you in preparing a memorandum, for distribution to potential investors describing the Company and its business, operations, properties, financial condition and prospects. The Company authorizes Citigroup to negotiate and execute on the Company's behalf confidentiality agreements with potential parties to a Transaction and to deliver confidential memoranda or other data furnished to Citigroup by the Company for distribution to such parties.

If any written materials that we have prepared and furnished to the Board of Directors of the Company are required to be filed with or delivered to the Securities and Exchange Commission (on a confidential basis), the Federal Trade Commission, the Antitrust Division of the Department of Justice or other similar regulatory body in connection with its review of the Transaction, we will not unreasonably withhold our consent to such filing or delivery so long as you consult with us in advance as to the scope of such filing or delivery.

The Company acknowledges that it is not relying on the advice of Citigroup for tax, legal or accounting matters, it is seeking and will rely on the advice of its own professionals and advisers for such matters and it will make an independent analysis and decision regarding any Transaction based upon such advice.

Moreover, Citigroup will not be responsible for setting the scope of or for reviewing the Company's due diligence exercise but, if requested by the Company, will coordinate the Company's other

Citigroup Global Markets Inc.

advisers in carrying out such exercise. Furthermore, the Company will remain solely responsible for the commercial assumptions on which any financial advice provided by Citigroup is based and for the decision to proceed with a Transaction.

Financing Assistance. (a) The Company hereby consents to Citigroup or any of its affiliates to act as book-running manager, lead manager, co-manager, placement agent, bank agent, underwriter, arranger or principal counterparty or other similar role on behalf of one or more potential bidders in connection with a Transaction, or otherwise assisting one or more potential bidders in obtaining funds, through debt or equity financing or the sale of debt or equity securities (the "Financing") in connection with a Transaction.

Citigroup will establish a team of employees (a "Financing Team") who have not received any confidential information regarding the Financing from any potential Purchasers. The Financing Team will be permitted by the Company to attend the Company's management presentation and conduct formal due diligence investigations. In addition, the Financing Team will be permitted to contact the Company and its advisers with any additional questions and follow-up items it deems necessary or advisable.

The Company acknowledges, agrees and consents to (i) the Financing Team using the information it obtains as described above for the purpose of developing preliminary financing terms which will be shared with the Company, (ii) the Financing Team sharing and discussing such terms with one or more potential bidders which have entered into a confidentiality agreement with or for the benefit of the Company (a "Purchaser Confidentiality Agreement"), (iii) a specific team of Citigroup employees (each a "Purchaser Team"), which may include one or more members of the Financing Team being established for the benefit of a Purchaser, (iv) the preliminary financing terms being made available to any Purchaser Team, (v) without limitation of the Financing Team's or the Purchaser Team's confidentiality obligations hereunder or under any Purchaser Confidentiality Agreement, all information obtained in the course of conducting due diligence investigations by members of the Financing Team and/or any Purchaser Team being used in connection with any financing assignment for a Purchaser, (vi) the Financing Team not acting on behalf of the Company and not constituting part of the Company's financial advisory team (the "Advisory Team") until such time as may be consented to by the Company, and (vii) the development of financing guidance or preliminary financing terms not being deemed to constitute a commitment by and creating no obligation or liability to any person on the part of Citigroup or any of its affiliates to develop, offer or provide financing to any Purchaser.

(b) Citigroup agrees that, without the Company's consent, the Advisory Team will not disclose any non-public information that the Company provides to such Advisory Team to the Financing Team or any Purchaser Team, and that the Financing Team and any Purchaser Team shall be entitled to non-public information relating to the Company only to the same extent to which a potential bidder is entitled.

The Financing Team shall be subject to the confidentiality provisions of this engagement letter, provided that the Financing Team shall be entitled to share its financing guidance in accordance with clause (a) above.

Fees and Expenses. For our services hereunder, the Company will pay to Citigroup the following cash fees:

(a) a fee of \$12,500,000, payable promptly upon consummation of a Transaction involving the Company (the "Success Fee"); less

(b) to the extent Citigroup earns fees in a financing (as defined in "Financing Assistance") where Citigroup acts as a book-running manager, lead manager, lead arranger, or in another similar leadership role appropriate for the Financing, as the case may be, the Success Fee described in clause (a) above will be reduced \$0.25 per dollar for each dollar earned by Citigroup in the Financing (as defined in "Financing Assistance") up to an aggregate maximum amount of \$3,750,000.

In addition, Citigroup or its affiliates and Merrill Lynch or its affiliates will provide (i) any liability management services (including consent solicitations, debt repurchases or defeasances) desired by the Company in relation to or as a result of the Transaction, (ii) such tender, exchange and/or escrow services as may be required for the Transaction, and (iii) trust and cash management services desired by the Company, subject to the execution of definitive documentation containing mutually agreed fees, terms and conditions with respect to such services.

Citigroup's Success Fee (before any credit for financing fees received) hereunder shall equal the Success Fee (before any credit for financing fees received) paid by the Company to Merrill Lynch under their separate engagement letter providing similar services to the Company. Citigroup agrees that in no event shall Citigroup be entitled to more than one Success Fee with respect to the consummation of a Transaction or any subsequent transaction.

Regardless of whether any Transaction is proposed or consummated, the Company will promptly reimburse Citigroup, from time to time upon request, for all reasonable travel and other expenses incurred in performing financial advisory services to the Company hereunder, including reasonable fees and expenses of our legal counsel.

Use of Information. The Company recognizes and confirms that Citigroup in acting pursuant to this engagement will be using publicly available information and information in reports and other materials provided by others, including, without limitation, information provided by or on behalf of the Company or any prospective purchaser, and that Citigroup does not assume responsibility for and may rely, without independent verification, on the accuracy and completeness of any such information. The Company agrees to furnish or cause to be furnished to Citigroup all necessary or appropriate information of the Company for use in its engagement as Citigroup may reasonably request. The Company agrees that any information or advice (other than any information or advice relating to the U.S. tax treatment and U.S. tax structure of any Transaction) rendered by Citigroup or any of our representatives in connection with this engagement is for the confidential use of the Company only in its evaluation of a Transaction and the Company will not, and will not permit any third party to, use it for any other purpose or disclose or otherwise refer to such advice or information, or to Citigroup, in any manner without our prior written consent.

Information furnished by the Company or its representatives to Citigroup in connection with this

engagement shall be kept confidential during the term of this agreement and for two years thereafter, and will only be used by Citigroup for purposes of its engagement hereunder, except information that (i) was in Citigroup's possession prior to its disclosure by the Company, (ii) is publicly disclosed other than by Citigroup in violation of this agreement, (iii) is obtained by Citigroup from a person other than the Company who, to the knowledge of Citigroup, is not bound by a confidential agreement with the Company, (iv) the Company agrees may be disclosed or (v) is required or requested to be disclosed under compulsion of law (whether by oral question, interrogatory, subpoena, civil investigative demand or otherwise), by order or act or request of any court or governmental or regulatory authority or body, in which case Citigroup will first (unless prohibited by law or regulatory authority) notify the Company of the request or order and give the Company a reasonable opportunity to oppose it. Citigroup may also disclose such information to those of its own and its affiliates' respective officers, directors, employees, representatives, auditors and professional advisors who need to know such information for purposes of performing the financial advisory services as described in this agreement to be provided by Citigroup.

Certain Acknowledgments. The Company acknowledges that Citigroup has been retained hereunder solely as an adviser to the Company, and not as an adviser to or agent of any other person, and that the Company's engagement of Citigroup is as an independent contractor and not in any other capacity including as a fiduciary. Neither this agreement nor Citigroup's performance hereunder nor any previous or existing relationship between the Company and Citigroup will be deemed to create any fiduciary relationship. Citigroup may, to the extent it deems appropriate, render the services hereunder through one or more of its affiliates. Neither this engagement, nor the delivery of any advice in connection with this engagement, is intended to confer rights upon any persons not a party hereto (including security holders, employees or creditors of the Company) as against Citigroup or our affiliates or their respective directors, officers, agents and employees. Citigroup may, after public announcement of a Transaction and at our own expense, place announcements or advertisements in financial newspapers, journals and marketing materials describing our services hereunder.

The Company understands that Citigroup and its affiliates (together, the "Group") are engaged in a wide range of financial services and businesses (including investment management, financing, securities trading, corporate and investment banking and research). Members of the Group and businesses within the Group generally act independently of each other, both for their own account and for the account of clients. Accordingly, there may be situations where parts of the Group and/or their clients either now have or may in the future have interests, or take actions, that may conflict with your interests. For example, the Group may, in the ordinary course of business, engage in trading in financial products or undertake other investment businesses for their own account or on behalf of other clients, including, but not limited to, trading in or holding long, short or derivative positions in securities, loans or other financial products of the Company, one or more potential bidders or other entities connected with a Transaction.

In recognition of the foregoing, the Company agrees that, subject to compliance with the confidentiality provisions contained herein, the Group is not required to restrict its activities as a result of this engagement, and that the Group may undertake any business activity without further consultation with or notification to the Company. Subject to compliance with the confidentiality provisions contained herein, neither this agreement nor the receipt by Citigroup of confidential

information nor any other matter shall give rise to any fiduciary, equitable or contractual duties (including without limitation any duty of trust or confidence) that would prevent or restrict the Group from acting on behalf of other customers or for its own account. Furthermore, the Company agrees that neither the Group nor any member or business of the Group is under a duty to disclose to the Company or use on behalf of the Company any information whatsoever about or derived from those activities or to account for any revenue or profits obtained in connection with such activities. However, consistent with the Group's long-standing policy to hold in confidence the affairs of its customers, the Group will not use confidential information obtained from the Company except in connection with its services to, and its relationship with, the Company.

Indemnity. The Company agrees to indemnify Citigroup as provided in a separate letter, dated September 20, 2006, providing for the indemnification of Citigroup by the Company in connection with Citigroup's engagement hereunder, the terms of which are incorporated into this agreement in their entirety. Citigroup agrees that the Company's indemnification obligations under such separate letter extend only to its services as financial advisor to the Company pursuant to this agreement and that the activities of its Financial Term or any Purchaser Team and its participation in any Financing shall not be deemed to be within the scope of such separate letter.

Termination of Engagement. The Company and Citigroup acknowledge that Citigroup commenced providing services to the Company in connection with the engagement on September 21, 2006. Each of Citigroup and the Company agree that the terms of this agreement shall be deemed to have applied since such date and that such terms will continue to apply until the earlier of the consummation of a Transaction as described in clause (a) of "Fees and Expenses" or the termination of this agreement as provided below. Either the Company or Citigroup may terminate this agreement at any time, with or without cause, by giving written notice to the other party; provided, however, that no such expiration or termination will affect the matters set out in this section or under the captions "Use of Information," "Certain Acknowledgments," "Indemnity" and "Miscellaneous." It is expressly agreed that following the expiration or termination of this agreement, Citigroup will continue to be entitled to receive fees as described above that have accrued prior to such expiration or termination but are unpaid, as well as reimbursement for expenses as contemplated above. It is also expressly agreed that, if a Transaction is consummated within 18 months after the date of expiration or termination of this agreement or if a definitive agreement that results in a Transaction is entered into during the term of this agreement or within such period, Citigroup shall be entitled to its full fees as described above; provided that no Success Fee shall be payable by the Company to Citigroup hereunder if Citigroup terminates this agreement prior to the signing by the Company of a definitive agreement with respect to such Transaction.

Miscellaneous. This agreement is governed by the laws of the State of New York, without regard to conflicts of law principles, and will be binding upon and inure to the benefit of the Company and Citigroup and their respective successors and assigns. The Company and Citigroup agree to waive trial by jury in any action, proceeding or counterclaim brought by or on behalf of either party with respect to any matter whatsoever relating to or arising out of any actual or proposed transaction or the engagement of or performance by Citigroup hereunder. The Company also hereby submits to the jurisdiction of the federal or state courts located in the County of New York, State of New York in any proceeding arising out of or relating to this agreement. This agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of

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which shall constitute one and the same agreement.

We are delighted to accept this engagement and look forward to working with you on this matter. Please confirm that the foregoing is in accordance with your understanding of our agreement by signing and returning to us a copy of this letter.

Very truly yours,

CITIGROUP GLOBAL MARKETS INC.

By: 

Christina Mohr
Managing Director

Accepted and agreed to as of
the date set forth above:

TRIBUNE COMPANY

By: 

Donald C. Grenesko
Senior Vice President / Finance
and Administration

Donald C. Grensko
Senior Vice President/Finance
and Administration
312/222-3766

TRIBUNE

Tribune Company
435 North Michigan Avenue
Chicago, Illinois 60611-4001

Private and Confidential

September 20, 2006

Christina Mohr
Managing Director
Citigroup Global Markets
388 Greenwich Street
New York, NY 10013

Dear Christina:

In connection with the financial advisory and investment banking services currently being provided to Tribune Company (the "Company") by Citigroup Global Markets ("Citigroup"), the Company agrees to indemnify Citigroup and its affiliates and their respective directors, officers, employees, agents and controlling persons (Citigroup and each such person being an "Indemnified Party") from and against any and all losses, claims, damages and liabilities, joint or several, to which such Indemnified Party may become subject under any applicable law, or otherwise, and related to, arising out of, or in connection with, the performance by Citigroup of such services and any transaction in which Citigroup serves in an advisory capacity to the Company, and will reimburse each Indemnified Party for all expenses (including reasonable counsel fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense of any pending or threatened claim or any action or proceeding arising therefrom, whether or not such Indemnified Party is a party and whether or not such claim, action or proceeding is initiated or brought by or on behalf of the Company. To the extent not precluded by considerations of conflicts of interest, the Indemnified Parties shall use a single firm of attorneys as their counsel. The Company will not be liable under the foregoing to the extent that any loss, claim, damage, liability or expense is found in a final judgment by a court of competent jurisdiction to have resulted from an Indemnified Party's bad faith or gross negligence.

The Company also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company or its security holders or creditors related to, arising out of, or in connection with, the engagement of Citigroup or the performance by Citigroup of financial advisory and investment banking services for the Company, except to the extent that any loss, claim, damage or liability is found in a final judgment by a court of competent jurisdiction to have resulted from an Indemnified Party's bad faith or gross negligence.

If the indemnification of an Indemnified Party provided for in this letter agreement is for any reason held unenforceable, although otherwise applicable in accordance with its terms, the Company agrees to contribute to the losses, claims, damages and liabilities for which such indemnification is held unenforceable (i) in such proportion as is appropriate

to reflect the relative benefits to the Company, on the one hand, and Citigroup, on the other hand, of any transaction in which Citigroup serves in an advisory capacity to the Company (whether or not such contemplated transaction is consummated) (a "Subject Transaction") or (ii) if (but only if) the allocation provided for in clause (i) is for any reason held unenforceable, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Company, on the one hand, and Citigroup, on the other hand, as well as any other relevant equitable considerations. The Company agrees that for the purposes of this paragraph the relative benefits to the Company and Citigroup of a Subject Transaction shall be deemed to be in the same proportion that the total value paid or issued or contemplated to be paid or issued to the Company by a third party or the relevant counterparty, as a result of or in connection with a Subject Transaction, bears to the fees paid or to be paid to Citigroup under any fee arrangement or engagement letter with respect to such Subject Transaction; provided, however, that, to the extent permitted by applicable law, in no event shall the Indemnified Parties be required to contribute an aggregate amount in excess of the aggregate fees actually paid to Citigroup under any fee arrangement or engagement letter.

The Company agrees that, without Citigroup's prior written consent, which consent shall not be unreasonably withheld or delayed, it will not settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification could be sought under this letter agreement (whether or not Citigroup or any other Indemnified Party is an actual or potential party to such claim, action or proceeding), unless such settlement, compromise or consent includes an unconditional release of each Indemnified Party from all liability arising out of such claim, action or proceeding.

If Citigroup or any other Indemnified Party is requested or required to appear as a witness in any action brought by or on behalf of or against the Company or a third party or the relevant counterparty in which such Indemnified Party is not named as a defendant, the Company will reimburse Citigroup for all expenses incurred in connection with such Indemnified Party's appearing and preparing to appear as such a witness, including, without limitation, the reasonable fees and disbursements of its legal counsel.

The provisions of this letter agreement shall continue to apply and shall remain in full force and effect regardless of any modification or termination of the current advisory relationship.

If you have any questions regarding this matter, please call.

Sincerely,



Donald C. Grenesko

DCG/jp